

Winneshiek Co.

UE (Roads)

7/1/2005 6/30/2008

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

WINNESHIEK COUNTY
SECONDARY ROAD DEPARTMENT

and

UNITED ELECTRICAL, RADIO AND MACHINE
WORKERS OF AMERICA

July 1, 2005 – June 30, 2008

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PREAMBLE

THIS AGREEMENT, made and entered into by and between WINNESHIEK COUNTY, IOWA, SECONDARY ROADS DEPARTMENT, hereinafter referred to as the "County") and UNITED ELECTRICAL RADIO AND MACHINE WORKERS OF AMERICA, UE, AND ITS LOCAL 869, hereinafter called the "Union" represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, whenever the word "Act" appears, this refers to the Iowa Public Employment Relations Act.

ARTICLE 1 – PURPOSE

Section 1.1

The purpose of the Agreement is to provide a procedure to secure prompt and fair disposition of grievances or complaints, to set forth the entire agreement between the parties concerning wages, hours and working conditions, and to establish a basis for the cooperative solution of industrial relations problems by the parties to the end that a spirit of peace and cooperation be maintained.

ARTICLE 2 – RECOGNITION

Section 2.1

The County hereby recognizes the Union as the exclusive representative of all full-time employees of the Winneshiek County Secondary Road Development in the classifications of Bridge Foreman, Equipment Operator I, Equipment Operator II, Mechanic I, Mechanic II, Maintenance Worker I, Maintenance Worker II, Bridge Worker I, Bridge Worker II, Dragline Operator and Sign man, but excluding the Maintenance Superintendent, Maintenance Foremen, Shop Foreman and all other employees of Winneshiek County and others as excluded by the Acts as certified by the Public Employment Relations Board in Case No. 5392 on April 19, 1996, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

Section 2.2

The County of Winneshiek is an equal opportunity employer. Applicants for employment for open positions and current employees are treated without regard to race, color, religion, sex, national origin, age, marital status, veteran status, medical condition or disability.

ARTICLE 3 – EMPLOYER RIGHTS

Section 3.1

The County shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and right to:

1. Direct the work of its public employees;
2. Hire, promote, demote, transfer, assign and retain public employees in positions within the public agency;
3. Suspend or discharge public employees for proper cause;

4. Maintain the efficiency of governmental operations;
5. Relieve public employees from duties because of lack of work and for other legitimate reasons;
6. Determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted;
7. Take such actions as may be necessary to carry out the mission of the public employer;
8. Initiate, prepare, certify and administer its budget;
9. Exercise all powers and duties granted to the public employer by law.

ARTICLE 4 – DUES CHECK-OFF

Section 4.1

Upon receipt of a written authorization by an employee, the County agrees to deduct from the employee's earnings during the existence of his authorization, his regular and usual monthly Union membership dues and, if owing, an initiation fee. All monies collected by the County pursuant to this Section will be deducted from the employee's earnings in the first pay period of each month for that month and remitted within ten (10) days to the Union officer designated by the Union in writing to the County Engineer. Employees may withdraw at any time by giving a thirty (30) calendar days written notice to the Union and the County Engineer.

The Union shall initially notify the County in writing as to the amount of its regular and usual initiation fee and its regular and usual monthly membership dues. Any subsequent change in these amounts shall be certified to the County in writing over the signature of an authorized officer of the Union at least fifteen (15) days prior to the first of the month for which the deduction is to be made.

The Union shall indemnify and save the County harmless against any and all claims, demands, judgments, suits or other forms of liability that shall arise out of or by reason of the County making any deduction with this Section.

ARTICLE 5 – GRIEVANCE PROCEDURE

Section 5.1

All matters of dispute that may arise between the County and Union or employee regarding a violation of an expressed provision of this Agreement shall be adjusted in accordance with the following procedure:

An employee may discuss a complaint or problem orally with the employee's immediate supervisor prior to filing a written grievance.

If the oral discussion does not resolve the matter, then grievances must be filed and processed through the following procedure:

Step 1: All grievances must be written and signed and presented to the employee's immediate supervisor, in such manner as to not unreasonably interfere with County operations. The written grievance shall contain a statement of the facts, what contract violation has allegedly occurred and what remedy the grievant is seeking. To be a valid grievance this written grievance must be presented by the end of the third (3rd) working day following the date of the alleged contract violation or when the employee reasonably should have become aware of the alleged violation. The employee's immediate supervisor shall, within seven (7) working days, answer the grievance, in writing, to the Union. Any written settlement pursuant to the provisions of this Step 1 shall not be considered as precedent and binding upon the Union or the County, nor shall any such written settlement conflict with any of the specific provisions of this Agreement. In the event the grievance is not adjusted to the satisfaction of the employee in Step 1, the Union may proceed to Step 2 as provided below.

Step 2: The steward or the aggrieved employee must, by the end of the fifth (5th) working day following the date of the written presentation to the employee's immediate supervisor in Step 1, present the written grievance to the County Engineer. Effort to adjust the grievance during non-working hours shall be made by the County Engineer, the Chief Steward and the employee. The County Engineer shall give his written reply to the grievance to the Chief Steward or his designee by the end of the tenth (10th) working day after it has been presented to him.

Step 3: If settlement is not reached in Step 2, the grievance must, by the end of the tenth (10th) working day after the day upon which the answer in Step 2 is received, be referred by the Union to the County Board of Supervisors or to such other representative or representatives as the County Board of Supervisors may designate. The County Board of Supervisors shall give the answer in writing to the Union representative within ten (10) working days after the receipt of the written grievance.

Section 5.2

In the event the grievance is not settled in Step 3 above, the Union must, within thirty (30) days after the County's Step 3 answer, file for arbitration with the County Board of Supervisors or their designee. The arbitrator shall only rule on the exact written grievance that was presented in Step 1 of the grievance procedure.

Except for grievance arising out of the same fact situation, separate grievances may not be joined in one arbitration proceeding except by mutual agreement of the parties. The Union shall request the PER Board to submit to a list of seven (7) experienced arbitrators. The Union and the County shall alternatively strike a name from the list of arbitrators until a single name remains and that person shall be the arbitrator provided, however, either party may reject one (1) list in its entirety and request a new one. Each party shall defray the expenses of its representative or representatives. The fees and expenses of the arbitrator shall be shared equally by the parties. The impartial arbitrator shall not have the power to add to or subtract from or modify any of the terms of this Agreement. The decision of the impartial arbitrator shall be final and binding upon the parties.

In the event any disciplinary action taken by the County is made the subject of arbitration proceeding, the arbitrator's authority shall, in addition to the limitations set forth herein, be limited to the determination of the question of whether the employee involved was disciplined for cause and whether the disciplinary action taken was appropriate. In cases where the arbitrator finds the disciplinary action was not appropriate, he may modify or void such disciplinary action and direct the appropriate remedy.

Section 5.3

All time limits are exclusive of Saturdays, Sundays and days recognized as holidays.

Section 5.4

A grievance involving the discharge of an employee shall start at Step 2 of the grievance procedure. The grievance shall be presented in written form signed by the employee discharged and the Steward. In order to be timely, a discharge grievance must be filed by the end of the third (3rd) working day following the day upon which the employee is discharged.

Section 5.5

Any Union or employee grievance not timely filed or not appealed from one step to the next step of the Grievance Procedure within the contract time limits shall be deemed settled and shall set no precedent. Any grievance not answered by the County within the time limits as specified shall automatically move the grievance to the next step. The time limits may be extended by mutual agreement of the parties in writing.

Section 5.6

All grievances and arbitration meetings under this Article are to be held private and are not open to the public.

ARTICLE 6 – SENIORITY

Section 6.1

The term "seniority" shall mean the length of continuous service with the County of each employee in the bargaining unit since the employee's latest hiring date.

Employees transferred out of the bargaining unit shall, upon their return to the bargaining unit, be given seniority only for the time previously accumulated within the bargaining unit.

Where more than one employee is hired on the same day, the alphabetical order shall prevail, i.e., "A" will have a top seniority, etc., through the alphabet.

Section 6.2

Each new employee shall be considered employed on a probationary basis for the first six (6) months of employment. During the probationary period, the employee's employment with the County shall be entirely within the discretion of the County and not subject to review under the grievance procedure. If retained beyond the probationary period, the employee will be entitled to full seniority rights as set forth in this Agreement and his seniority date shall be his latest date of hire.

Section 6.3

Seniority shall terminate and with it the employment of the employee by the County upon the occurrence of any one of the following:

- a) If an employee quits;
- b) If the employee is discharged for proper cause;
- c) If the employee is retired;
- d) If the employee is absent without leave for two (2) consecutive working days without notifying the employee's non-bargaining unit supervisor unless the employee has a valid excuse which is satisfactory to the employee's non-bargaining unit supervisor;
- e) If an employee on leave of absence or vacation fails to report for work at the expiration of such leave of absence or vacation, unless the employee has a valid excuse which is satisfactory to the employee's non-bargaining unit supervisor;
- f) If the employee is laid off for a period up to the employee's length of service not to exceed a maximum of twelve (12) months;
- g) Falsification on employment application;
- h) Giving false reason for obtaining leave of absence;
- i) Employee is laid off and fails to report to work within five (5) work days after having been recalled.

Section 6.4

Each employee shall at all times keep the County Engineer's office advised in writing of the current resident address through which mail may be received by such employee and of any changes as they may occur in their mailing address. An employee on layoff who fails to comply with the above requirement may, at the sole discretion of the County Engineer, not be entitled to his recall rights as provided for in the contract.

It is also the obligation of each employee to keep their immediate supervisor advised in writing of their current telephone number or the telephone number where messages may be relayed to them.

Section 6.5 – Lay-off

In the event of a reduction in the working force for other than disciplinary reasons, the least senior employee shall be the first to be laid off provided that employees who are essential to the efficient operation of the County because of training and/or ability, shall be retained and the next least senior employee shall be laid off, subject to the same exception. Should such occur, the County shall notify the Union. In the recall of employees from lay-off, the most senior employee laid off shall be the first recalled provided the employee recalled has the present ability, qualifications and skill to perform the available work. The County shall have the exclusive right to determine the job classification to be affected by the lay-off or recall of employees.

If an employee on lay-off is offered recall earlier than five (5) days after receiving notice to report and rejects such earlier recall, the County may fill the opening in any manner it determines appropriate pending the recalled employee's return to work.

Section 6.6 – Job Posting

In the event the County determines that a permanent vacancy exists in a job classification within the bargaining unit which needs to be filled or in the event that a new job classification is created by the County which needs to be filled, such job shall be posted by the County on the bulletin boards for a period of three (3) work days excluding Saturday and Sunday before seeking applications from outside the bargaining unit.

The applicant who possesses the best qualifications and ability will be given the opportunity to satisfactorily perform the posted job for thirty (30) days.

In the event the employee cannot perform the work to the satisfaction of the County, the employee will be returned to their former position or status.

Section 6.7 – Official Seniority List

The County Engineer's office shall post and maintain an official seniority list within thirty (30) days of the signing of this Agreement, and every six (6) months thereafter. The list shall be arranged in order of seniority and set forth the seniority date of each employee determined in accordance with provisions of this Article. A copy of the seniority list and any changes shall be given to the Union.

The County retains the right to hire summer help and fill temporary vacancies caused by sickness or accident, leave of absence or vacations who shall not be subject to the collective bargaining agreement.

Whenever a regular full-time employee, as a result of job bidding, is permanently transferred to a job classification in a higher or lower rated labor grade, at the start of the next payroll period the Employee shall be paid the wage rate of the job classification.

Section 6.8

Whenever the County establishes a new job classification, the Employer agrees to provide the Union with a copy of the job description and rate of pay. If requested, the Employer agrees to meet and discuss the job description established by the Employer. If the Union and the Employer cannot agree on the rate of pay established for the new position, the Union may file a grievance and seek arbitration.

ARTICLE 7 – HOURS OF WORK AND OVERTIME

Section 7.1

The work week for the purposes of computing weekly payroll will begin at 12:01 A.M. on Monday and end at 12:00 P.M. on the following Sunday.

Section 7.2

The regular workday consists of up to eight (8) hours and the regular work week consists of up to forty (40) hours of five (5) consecutive regular work days, Monday through Friday. Starting and ending hours of work shall be determined by the County and posted.

Starting on the third (3rd) work week in May of each year, or when the County's "rock fleet" starts, and until the second (2nd) full week in September, the regular workday shall consist of up to ten (10) hours per day. The regular work week shall consist of up to forty (40) hours per week and consisting of four (4) consecutive workdays of Monday through Thursday.

The County will provide employees with a five (5) day notice prior to the start of the ten (10) hour workday schedule.

The regular work day and the regular work week shall not be construed as a guarantee of any number of hours of work per day or per week, or as a limitation of the number of hours per day or per week which the County may schedule.

Section 7.3

Overtime shall be paid as follows:

- a) Depending on the eight (8) or ten (10) hour workday schedule, time and one-half (1-1/2) shall be paid for all work performed in excess of eight (8) hours per day or ten (10) hours per day, or forty (40) hours per week. Paid leaves of absence, vacations and holidays shall count towards time worked for purposes of determining overtime eligibility.
- b) All regular employees shall be paid their normal rate of pay plus time and one-half (1-1/2) for all hours worked on a holiday. The employee may elect to accrue compensatory time instead of holiday pay.
- c) It is understood and agreed that there will be no pyramiding of overtime pay.
- d) Overtime pay will be calculated on the basis of the employee's regular straight time hourly rate.

Section 7.4

An employee who reports for work at his regular starting time on a scheduled work day, and has not been previously notified by the County not to report, shall receive a minimum of one (1) hour work at his regular job or some other job.

This provision shall not apply when the lack of work is due to an emergency condition or cause beyond the control of the County, which includes, but is not limited to, a power failure, fire or flood.

Section 7.5

An employee who is called in to perform work outside of his regular shift hours shall be provided at least two (2) hours of work or pay at the applicable rate of pay.

Section 7.6

In the event of a permanent change by the County in the starting time of shifts, and in the event of layoffs other than temporary layoffs or disciplinary layoffs, the County, where possible, will give at least five (5) days advance notice (excluding Saturdays, Sundays and holidays) to the employee(s) affected.

Section 7.7

A regular full-time employee, for the purposes of this Agreement, shall mean an employee hired to continuously work forty (40) hours per week. Benefits shall apply only to full-time employees.

ARTICLE 8 – HOLIDAYS

Section 8.1

All regular full-time employees shall receive the following paid holidays for the period covered by this contract:

Good Friday	Labor Day	Thanksgiving Day
Christmas Day	Memorial Day	Day after Thanksgiving
Independence Day	Veteran's Day	Floater Day
New Year's Day		

If a recognized holiday falls on a Saturday, it will be observed the preceding Friday. If a recognized holiday falls on a Sunday, it will be observed on the following Monday.

Section 8.2

In order to be eligible for holiday pay, the employee must work on the last regular work day before and the first regular work day after the holiday, or have the approval of the employee's immediate non-bargaining unit supervisor to be absent for the following:

- a) Bona fide short-term illness or injury of the employee necessitating the employee's absence from work on the day before or the day after the holiday evidenced by a physician's statement;
- b) Absence due to a death in the immediate family of an employee for which the employee is entitled to funeral leave pay;
- c) Absence due to jury duty service for which the employee is entitled to jury duty pay.

Section 8.3

Holiday pay for each regular full-time employee shall consist of eight (8) hours pay at the employee's straight-time hourly rate of pay, holiday pay for each employee regularly scheduled to work for less than eight (8) hours per day shall be based on the number of hours the employee is scheduled to work. During the ten (10) hour day period, employees shall be paid for ten (10) hours of straight time for that day. No overtime shall be accrued unless the employee is required to work on that day.

Section 8.4

If a holiday for which an employee is eligible for holiday pay falls within an employee's vacation period, the employee will be charged for the holiday and vacation shall not be charged to that day.

ARTICLE 9 – VACATIONS AND PAID ABSENCE ALLOWANCE

Section 9.1

Each regular full-time employee who is in the employ of the County and who is otherwise eligible shall be entitled to a vacation with pay for each year of service in accordance with the following schedule: Employees hired before October 25, 1982 shall have their vacations calculated from January 1 of each year. Employees hired after October 25, 1982 shall have their vacations calculated from the anniversary date of hire.

Years of Service	Amount of Vacation & Vacation Pay	
After one (1) year continuous full-time employment	1 week	[five (5) work days]
After two (2) years continuous full-time employment	2 weeks	[ten (10) work days]
After eight (8) years continuous full-time employment	3 weeks	[fifteen (15) work days]
After twelve (12) years continuous full-time employment	4 weeks	[twenty (20) work days]

Section 9.2

In determining vacation periods, the County shall give consideration to employee's preferences and, in case of conflict, seniority shall govern.

All vacations must be taken during the twelve (12) month period following the employee's anniversary date of qualifying employment. Vacation for employees on a calendar year basis must be taken during the calendar year. Any exceptions must be approved in writing by the County Engineer. Vacation time cannot be carried over from one year to the next without prior approval. All vacation time earned must be used before leave of absence or time off without pay is granted.

The scheduling of vacation leave is dependent upon the judgment and discretion of the employee's immediate supervisor and the County Engineer. The County Engineer may require the rescheduling of vacation when, in his judgment, it is necessary for the efficient operation of the department. Vacations will normally be taken in weekly increments; however, one (1) hour vacation increments may be taken up to a maximum of twenty (20) hours. Remaining vacation may be taken in minimum increments of one-half (1/2) days. In special circumstances, exceptions to this policy may be granted by the employee's immediate supervisor.

A vacation day taken during the ten (10) hour workday period shall be paid for ten (10) hours of straight time pay.

Vacation pay will be paid at the employee's normal hourly rate of pay.

Section 9.3

Upon termination of employment, employees shall be paid for any unused vacation.

ARTICLE 10 – LEAVES OF ABSENCE

Employees shall be eligible for leaves of absence after completion of their probationary period initial sixty (60) days of employment.

Section 10.1 – Sick Leave

Sick leave shall be accrued by a regular full-time employee at the rate of two (2) days per month to a total of one hundred twenty (120) days.

In the event an employee's accumulated compensatory time is exhausted, up to three (3) days of sick leave may be used each year by an employee to help care for immediate family members.

Accumulated sick leave may be used for disabling or confining personal illness or injury, including on-the-job injury or disability.

When absences due to sickness are necessitated, the employee shall notify their Department Head prior to the beginning of his/her scheduled reporting time. Failure to do so without a bonafied reason shall result in the employee being considered absent without leave and subject to disciplinary action. The Employer has the right to require a medical certificate from the employee's attending physician for any sick leave absence.

Employees with less than sixty (60) days service are not eligible for sick leave benefits. After successful completion of this sixty (60) day period, sick leave earned during such time period will be credited to the employee's account as of his/her date of employment.

Sick leave may be used, to the extent it is available, for any on-the-job injury or disability, provided that the employee turns over to the Employer all workers' compensation benefits received by the employee for the period when sick leave was taken.

Section 10.2 – Injury Leave

In addition to sick leave, each regular full-time employee will be allowed thirty (30) days injury leave. Injury leave will be allowed for on-the-job injuries only. Injury leave will be used prior to sick leave being used. All on-the-job injuries must be reported to the County Engineer or his/her designee immediately so workers' compensation forms can be filed. Workers' compensation cannot be collected while injury leave is being paid by the County.

Section 10.3 – Jury Duty

Any regular full-time employee selected for jury duty shall receive a paid leave of absence for the time spent on such duty. Said employee shall receive his/her regular wages and shall turn over to the Employer his/her jury service fees.

Any employee who is summoned for jury but who is not selected, or an employee who is released from jury duty with an hour or more remaining on the employee's shift, shall return to work.

Section 10.4 – Funeral Leave

Each regular full-time employee shall be eligible for a paid leave of absence of up to five (5) days, at the discretion of the County Engineer, to attend a funeral for a death in the employee's immediate family. (Immediate family shall be defined as the employee's parents, spouse or child.) In the case of the death of the employee's brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents or grandchild, the employee will be allowed up to three (3) days, at the discretion of the County Engineer, for attendance at the funeral. Only days absent which would have been compensable work days will be paid for at the rate of the normal work day missed from work. No payment will be made during vacations, holidays, layoffs or other leaves of absence. Employees must attend the funeral in order to qualify for funeral pay.

Employees may be granted up to one (1) day paid absence for service as a pallbearer or for the funeral of other close relatives and/or friends. This leave will be granted at the sole discretion of the Employer. No payment for funeral leave will be made unless the employee's time sheet contains both the name of the person whose funeral the employee attended and the relationship or the word "friend" or "pallbearer".

Section 10.5 – Voting Leave

Any employee required to work for all the hours during which the polls are open on an election day shall be given sufficient time off to vote.

Section 10.6 – Military Leave

A full-time employee shall be granted a military leave of absence for a period of up to thirty (30) days with pay as prescribed by Section 29.A28 of the Code of Iowa, 1989.

Section 10.7 – Leaves Without Pay

An eligible employee, on written request and approval by his/her Department Head, may, at the discretion of the County Engineer, be granted a leave of absence without pay for any justifiable reason, subject to the following conditions: Request shall be made with sufficient prior notice so that the County Engineer can evaluate the circumstances and consequences. Leave without pay shall not initially be granted for more than three (3) months, but may, at the discretion of the County Engineer, be extended an additional three (3) months to a maximum of six (6) months.

Eight (8) weeks of pregnancy leave will be granted as provided in Section 601A(2)(e) of the Code of Iowa, 1989.

Accrued sick leave, vacation leave and compensatory time must be exhausted if the reason for the leave of absence is due to a medically related illness or disability.

Failure of the employee to report back on the date specified in the written request shall be considered a voluntary resignation.

While on unpaid leave, an employee's seniority is frozen; no benefits will be provided and the employee will not accrue sick leave or vacation.

While on unpaid leave, an employee must continue their health insurance at their own expense, if allowed by the carrier. Premiums must be paid directly to the County Auditor's office. Arrangements for time of payment must be made with the Auditor prior to the employee taking the leave.

ARTICLE 11 – SAFETY AND HEALTH

Section 11.1

The County will make reasonable rules and provision for the safety and health of its employees during the hours of their employment. The employees covered by this Agreement shall comply with the safety and health rules of the County.

Section 11.2

An employee who is injured on the job, if physically possible, shall immediately report to a supervisor. An injured employee shall be provided with an escort and transportation if it is necessary to take him/her to a doctor, home or to a hospital.

Section 11.3

When an employee is injured in the course of his/her employment, the County shall pay him/her at his/her hourly rate of pay, if any, for the time lost on the day of the injury if it is necessary to send the employee to the first aid facilities or to a doctor. If such doctor sends the employee home or the employee is hospitalized, the County shall pay the employee his/her hourly rate of pay, if any, for the remainder of the shift the day of the injury.

Section 11.4

Where necessary, hard hats, plastic eye protection and other protective equipment, excluding safety shoes or safety boots, necessary to properly protect employees from injury or accidents shall be designated and provided by the employer and the use of such equipment shall be mandatory.

ARTICLE 12 – MEALS AND BREAKS

Section 12.1

Employees shall be entitled to one (1) fifteen minute work break during each one-half (1/2) shift. Such breaks shall normally be taken at or near the middle of each one-half (1/2) shift.

Section 12.2

Employees shall be entitled to take an unpaid thirty (30) minute meal period to be taken normally at or near the middle of the work shift.

ARTICLE 13 – INSURANCE

Section 13.1

The County shall provide a group health and major medical insurance plan essentially equivalent to the plan in effect on July 1, 1996 but the County reserves the right, in its sole discretion, to determine the provider of such plan.

Section 13.2

The County shall pay the full basic premium for all regular full-time employees. Employees may elect, at their own expense, to cover the employee's dependent family members with dependent medical insurance.

Section 13.3

The County agrees to provide employees with twenty thousand dollars (\$20,000) of term life insurance.

ARTICLE 14 – WAGES

Section 14.1 – Wage Progression

All new employees will be hired at 90% of the base rate for their classification in effect at the time and shall remain at the base rate for their first six (6) months of employment.

Section 14.2

Employees starting with their seventh (7) month of employment will receive 100% of the classification base rate.

Section 14.3 – Longevity

Longevity increases in the hourly wage rate will be given in the amount of ten cents (\$.10) after three (3) years, fifteen cents (\$.15) after six (6) years, twenty cents (\$.20) after nine (9) years, twenty-five (\$.25) after fifteen (15) years and thirty cents (\$.30) after twenty (20) years.

Section 14.4 – Wage Adjustment

Effective July 1, 2005 all eligible employees covered by this Agreement shall receive a forty cent (\$.40) per hour across the board increase. Effective January 1, 2006 all eligible employees covered by this Agreement shall receive a forty cent (\$.40) per hour across the board increase. Effective July 1, 2006 all eligible employees covered by this Agreement shall receive a thirty cent (\$.30) across the board increase. Effective January 1, 2007, all eligible employees covered by this Agreement shall receive a thirty cent (\$.30) per hour across the board increase. Effective July 1, 2007, all eligible employees covered by this Agreement shall receive a thirty cent (\$.30) per hour across the board increase. Effective January 1, 2008, all eligible employees covered by this Agreement shall receive a thirty cent (\$.30) per hour across the board increase.

Section 14.5

The standard payroll shall be paid every two (2) weeks with paydays on the Friday following the end of the payroll period. The County shall provide direct deposit of payroll checks for employees.

Section 14.6

Except as otherwise provided in this Article, employees working in excess of either the standard work day or the standard work week—that is, working overtime—will not be paid unless the work is performed at the direction of, or with the express approval of, the employee's supervisor.

Section 14.7 – Compensatory Time

As an alternative to compensation at overtime rates for time worked in excess of the standard, the employee may elect compensatory time off, to be taken at a later date, which will be granted one and one-half (1-1/2) hours compensatory time for each overtime hour worked.

Compensatory time off shall be taken and used at the direction of, or with the approval of, the County Engineer. Compensatory time shall be allowed to accumulate to a maximum of fifty-six (56) hours. Compensatory time will normally be taken within the pay period in which it is earned; however, twenty (20) hours may be held over until the end of the year but the rest of the compensatory time must be used up by the employee prior to the next raise or higher rate of pay.

ARTICLE 15 – GENERAL PROVISIONS

Section 15.1

The parties recognize the rights of the County to require a pre-employment physical examination and drug and alcohol tests of the employees as allowed by State or Federal law.

In the event it is necessary for the County to schedule such examination during the employee's regular working hours, the employee will be compensated by the County at his/her straight time hourly rate of pay for work time lost.

ARTICLE 16 – BULLETIN BOARDS

Section 16.1

The County will provide space on a bulletin board which will be for the use of the Union. Posted information will be limited to:

- a) Notices of Union meetings;
- b) Notices of Union elections;
- c) Results of Union elections;
- d) Notices of Union recreational, educational or social events;
- e) Other official notices of the Union.

ARTICLE 17 – UNION REPRESENTATIVES

Section 17.1

The County agrees to recognize one (1) steward per district. The Union agrees to provide the County Engineer, in writing, the names (or any changes) of the stewards.

The Business Representative of the Union will be permitted to visit the jobs or shops to determine if the Agreement is being complied with. The Union Business Representative agrees not to interfere with the County's operations during working hours.

ARTICLE 18 – TERMINATION

This Agreement shall become effective as of the first day of July 2005 and shall continue in effect until 12:01 A.M. on the 30th day of June 2008 and shall automatically be renewed from year to year thereafter unless either party hereto shall on or before the 120 days prior the 15th day of March 2008 give written notice by certified mail, return receipt requested, to the other party hereto of its desire to terminate, modify or amend this Agreement.

UNITED ELECTRICAL, RADIO AND
MACHINE WORKERS OF AMERICA

By Tom Kora

By David H. Johnson

By Bruce Hovey

By Lynn Suming

Date 4/6/05

WINNESHIEK COUNTY

By Dean H. Darling
Chairperson, Board of Supervisors

By Jefferson
County Engineer

By Lloyd Peterson

By _____

Date 4-18-05

Lloyd Peterson
Blackstone, Simmons & Peterson
5275 Edina Industrial Blvd #109
Edina, MN 55439
(952) 831-1831

APPENDIX A – WAGE SCHEDULE

CLASSIFICATION	7/1/05	1/1/06	7/1/06	1/1/07	7/1/07	1/1/08
Bridge Foreman	15.57	15.97	16.27	16.57	16.87	17.17
Bridge Worker I	14.72	15.12	15.42	15.72	16.02	16.32
Bridge Worker II	14.82	15.22	15.52	15.82	16.12	16.42
Equipment Operator I	14.76	15.16	15.46	15.76	16.06	16.36
Equipment Operator II	14.86	15.26	15.56	15.86	16.16	16.46
Mechanic	14.60	15.00	15.30	15.60	15.90	16.20
Mechanic II/Asst. Foreman	15.12	15.52	15.82	16.12	16.42	16.72
Maintenance Worker I	14.60	15.00	15.30	15.60	15.90	16.20
Maintenance Worker II	14.71	15.11	15.41	15.71	16.01	16.31
Drag Line	14.97	15.37	15.67	15.97	16.27	16.57
Sign Person	14.72	15.12	15.42	15.72	16.02	16.32

SIDE LETTER

- (7/1/1999) During the term of this Agreement, if the County pays any portion of the dependent health insurance premium for other County employees, the County agrees to pay the same amount or portion of the dependent health insurance to bargaining unit employees of the Secondary Road Department.
- (7/1/2005) In the event the County would seek to hire any part-time employee(s), the County agrees to negotiate with the Union to determine wages and any benefits prior to posting a part-time job opening or hiring any part-time employee(s).
- (7/1/2005) The new ten (10) hour workday schedule will be on a one (1) year trial basis. After one (1) year employees or the County may elect to discontinue the four (4) ten (10) hour workday schedule.
- (7/1/2005) All paid leaves, including holidays and vacations will be paid at ten (10) hours per day at the straight time rate in effect at the time only during the scheduled ten (10) hour weekday period.